

Solicitation Document

**Supply and Delivery of Hydrogen Sulfide
Data-Logging Meters**

ITB Number 03-052 OB

December 2003



KING COUNTY

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 20____ by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Bid No: ITB 03-052 OB

Contract Title: Supply and Delivery of Hydrogen Sulfide Data-Logging Meters

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods or services in a timely manner and that its Bid includes all of the functions and features required to Provide the goods or services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods or services in accordance with the Contract's terms and Specifications;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract Documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods or services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price provided herein for the supply of the goods or services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence: 1) Change Orders; 2) Addenda to Invitation To Bid; 3) Invitation to Bid document which includes: Instructions to Bidders, Bid Evaluation and Contract Award, Standard Contractual Terms and Conditions, Ordering, Delivery and Specific Contractual Terms, Insurance Requirements, Technical Specifications, Attachments: **B)** Bid Submittal Form, **D)** Personnel Inventory Report, **E)** Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity, **G)** Current or Former County Employee Disclosure Form.

COMPANY NAME: _____

ACCEPTED BY:

KING COUNTY APPROVED BY:

Authorized signature

Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

DATE ACCEPTED: _____

DATE APPROVED: _____

TABLE OF CONTENTS

CONTRACT.....	i
DEFINITION OF WORDS AND TERMS	v
INVITATION TO BID ADVERTISEMENT PAGE	viii
SECTION 1 - INSTRUCTIONS TO BIDDERS	1
1-1 INTRODUCTION	1
1-2 TIME AND PLACE FOR SUBMISSION AND OPENING OF BIDS	1
1-3 POSTPONEMENT OR CANCELLATION OF BID OPENING	1
1-4 BID CONTENTS	1
1-5 BID SIGNATURE	2
1-6 ADDENDA	2
1-7 ALTERATIONS TO DOCUMENTS	2
1-8 INTERPRETATION OF BID AND CONTRACT DOCUMENTS	2
1-9 EXAMINATION OF BID AND CONTRACT DOCUMENTS	2
1-10 MODIFICATION OF BID	3
1-11 BID WITHDRAWAL	3
1-12 BID PRICING	3
1-13 CONFLICTS OF INTEREST - CURRENT OR FORMER COUNTY EMPLOYEES	4
1-14 PUBLIC DISCLOSURE OF BIDS	4
1-15 PROTEST PROCEDURES	4
1-16 SUPPORTED EMPLOYMENT PROGRAM	6
1-17 NON-DISCRIMINATION AND AFFIRMATIVE ACTION	6
PART 1 – NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY	6
SECTION 2 - BID EVALUATION AND CONTRACT AWARD	11
2-1 EVALUATION OF BIDS	11
A. <u>Responsiveness</u>	11
B. <u>Responsibility</u>	11
C. <u>Financial Resources</u>	12
D. <u>Financial Reporting</u>	12
2-2 COLLUSION	13
2-3 REJECTION OF BIDS	13
2-4 PROCEDURES WHEN ONLY ONE BID IS RECEIVED	13
2-5 CONTRACT AWARD	13
SECTION 3 - STANDARD CONTRACTUAL TERMS AND CONDITIONS.....	15
3-1 ADMINISTRATION	15
3-2 CHANGE ORDERS	15
3-3 COST/PRICE ANALYSIS	16
3-4 TERMINATION FOR CONVENIENCE/DEFAULT/NON-APPROPRIATION	16
A. <u>Termination for Convenience</u>	16
B. <u>Termination for Default</u>	16
C. <u>Termination for Non-Appropriation</u>	16
3-5 FORCE MAJEURE	17
3-6 PAYMENT PROCEDURES	17
A. <u>Invoices</u>	17
B. <u>Payment</u>	18
D. <u>Subcontractor Prompt Payment</u>	18

3-7	WASHINGTON STATE SALES TAX	18
3-8	TAXES, LICENSES, AND CERTIFICATE REQUIREMENTS	18
3-9	PRICE WARRANTY	19
3-10	DEFECTIVE WORK, MATERIALS OR SERVICES	19
3-11	NO WAIVER OF WARRANTIES AND CONTRACT RIGHTS	19
3-12	ASSIGNMENT	19
3-13	INDEMNIFICATION AND HOLD HARMLESS	20
3-14	APPLICABLE LAW AND FORUM	20
3-15	CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES	20
A.	<u>Conflict of Interest</u>	20
B.	<u>Contingent Fees and Gratuities</u>	20
3-16	DISPUTES, CLAIMS AND APPEALS	21
3-17	MEDIATION AND ARBITRATION	21
3-18	RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT	22
A.	<u>Retention of Records</u>	22
B.	<u>Audit Access</u>	22
C.	<u>Proof of Compliance with Contract</u>	23
3-19	OTHER PUBLIC AGENCY ORDERS	23
3-20	RECYCLED PRODUCTS POLICY	23
SECTION 4 - ORDERING, DELIVERY AND SPECIFIC CONTRACTUAL TERMS		24
4-1	TYPE OF CONTRACT	24
4-2	CONTRACT PERIOD	24
4-3	PRICING	24
4-4	SHIPPING CHARGES	24
4-5	DELIVERY REQUIREMENTS	25
4-6	PACKING SLIPS	25
4-7	DELIVERY POINTS	25
4-8	GUARANTEE/WARRANTY	25
4-9	HAZARDOUS CHEMICAL COMMUNICATION	26
4-10	INDUSTRIAL AND HAZARDOUS WASTE	27
4-11	PRODUCT SAFETY	27
4-12	PROHIBITION ON ASBESTOS-CONTAINING PRODUCTS	27
4-13	PRODUCT RETURN	27
4-14	SEVERABILITY	28
SECTION 5 - INSURANCE REQUIREMENTS		29
5-1	EVIDENCE AND CANCELLATION OF INSURANCE	29
5-2	INSURANCE REQUIREMENTS	29
SECTION 6 - TECHNICAL SPECIFICATIONS		33
6-1	GENERAL REQUIREMENTS	33
6-2	BID SUBMITTAL REQUIREMENTS	33

ATTACHMENTS:

- A. No Bid Response Form
- B. Bid Submittal Form
- D. Personnel Inventory Report
- E. Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity
- G. Current or Former County Employee Disclosure Form

ENCLOSURE:

Bid Opening Label

DEFINITION OF WORDS AND TERMS

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Bid period and prior to the date and time established for submittal of Bids.

Bidder: The firm presenting an offer to the County in response to an Invitation To Bid.

BPO: Blanket Purchase Order (BPO). A Contract for goods and/or services that establishes terms and conditions, prices and support requirements, but is not an order. Purchase orders Will be issued for specific goods/services at established prices for delivery under the terms of the referenced BPO.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate Contracts, resolve Contractual issues and support the Project Manager during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the services or Work under the Contract as set forth on page i of this document..

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the services or Work under the Contract.

Contract Time: Number of calendar days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, Contracting with the County for the performance of services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Cost Analysis: Cost analysis means the review and evaluation of the separate cost elements and proposed profit of the Bidder's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Executive: King County Executive

ITB: Invitation To Bid, the solicitation document presenting the terms and conditions that Will become the Contract when the County accepts a bid.

KCC: King County Code.

Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: Price analysis means the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project. This Contract may be part of a larger County project.

Proposed Work Change (PWC): A written document issued by the Project Manager, or his/her designee, to the Contractor identifying contemplated changes in the Work and requesting a price estimate from the Contractor; such a document Shall not be interpreted or construed to constitute a Change Order.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

Reference Documents: Reports, Specifications, and drawings which are available to Bidders for information and reference in preparing Bids but not as part of this Contract.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the solicitation consisting of written descriptions of services to be performed or of the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Project Manager in accordance with the technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Work: Everything to be done and provided for the fulfillment of the Contract.

INVITATION TO BID ADVERTISEMENT PAGE

ITB NUMBER 03-052 OB

THE SUPPLY AND DELIVERY OF HYDROGEN SULFIDE DATA-LOGGING METERS

Bid Opening Date: November 25, 2003

Sealed Bids for the Supply and Delivery of Hydrogen Sulfide Data-Logging Meters will be accepted by King County (hereinafter "County"), at its Procurement and Contract Services Section, Mailstop EXC-FI-0871, Exchange Building, Eighth Floor, 821 Second Avenue, Seattle, Washington 98104 until 2:00 p.m. local time on Bid opening date November 25, 2003. The Invitation to Bid (ITB) document may be obtained at no cost by contacting the undersigned at (206) 684-1055 or in Person at the above address.

This ITB is available on the Internet at <http://www.metrokc.gov/finance/procurement> and by choosing the "RFPs, RFQs, ITBs" menu tab, then click the "New" menu tab, then click on "Goods & Services", and look for ITB 03-052 OB. Persons who copy the Document from the Internet must inform Ovita Bonadie that they have received the document. If they fail to inform Ms. Bonadie, they will not be notified of Addendums as issued. All Addendums must be referenced in the Bid Submittal Form.

The County reserves the right to reject any Bid, any portion of any Bid, or all Bids submitted. The County further reserves the right to waive informalities and irregularities.

This information is available on request in accessible formats for people with disabilities by calling (206) 684-2046 or (206) 689-3413 (TDD).

King County

Ovita Bonadie

Phone No: (206) 684-1055

Buyer

Fax No : (206) 684-1470

E-mail address: ovita.bonadie@metrokc.gov

Date of Publication: November 6, 2003

Cost Center No: 4840

Project Number: 421009

SECTION 1
INSTRUCTIONS TO BIDDERS

SECTION 1 - INSTRUCTIONS TO BIDDERS

1-1 Introduction

This Invitation to Bid Will result in a Contract for the supply and delivery of Hydrogen Sulfide Data-Logging Meters. By signing this Contract, King County does not guarantee that the Contractor Will receive any orders for the services. In addition, King County is not giving the Contractor the exclusive right and legal obligation to fill all of the County's needs for the goods and services described in this Contract. King County reserves the right to award multiple Contracts to lowest bidders meeting specifications for the goods or services described herein.

1-2 Time and Place for Submission and Opening of Bids

Sealed Bids Shall be submitted by November 25, 2003 at 2:00 p.m. local time to the King County Procurement & Contract Services Section, Mailstop EXC-FI-0871, Exchange Building, Eighth Floor, 821 Second Avenue, Seattle, Washington, 98104-1598, for the goods and/or services described herein. The sealed Bid must be received by the County's Procurement and Contract Services Section no later than the time and date specified for consideration. The Bidder accepts all risks of late delivery of mailed Bids or of misdelivery regardless of fault. Bids properly and timely submitted Will be publicly opened.

If a document holder chooses not to submit a Bid, the document holder is requested to complete and return the "No Bid Response Form" included in this ITB as Attachment A by the date and time indicated above.

1-3 Postponement or Cancellation of Bid Opening

The County reserves the right to cancel the ITB or change the date and time for submitting Bids by announcing same at any time prior to the date and time established for Bid submittal in this ITB.

1-4 Bid Contents

The Bid Will consist of the completed:

Contract	page i
Attachment B -	Bid Submittal Form and any required documentation
Attachment D -	Personnel Inventory Report – Complete, sign and submit.
Attachment E -	Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity – Complete, sign and submit.
Attachment G -	Current or Former County Employee Disclosure Form - Complete, sign and submit.

The completed Bid Submittal Form and all required additional documents Shall be placed in a sealed envelope with the enclosed sticker filled out and attached to the outside of the envelope.

When notified you are the apparent low, responsive, responsible Bidder, the other required attachments and documents Shall be submitted:

Certificate of Insurance and Endorsements – Have Insurance Agent mail to Buyer.

1-5 Bid Signature

Each Bid Shall be signed by the Bidder or the Bidder's authorized representative and include the Bidder's address. If the Bid is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the name and title of the authorized Person who signs on behalf of the corporation must be shown.

1-6 Addenda

Each Bid Submittal Form, Attachment B, Shall include acknowledgment of receipt and review of all Addenda issued during the bidding period.

1-7 Alterations to Documents

Any addition, limitation or provision made with or attached to the Bid may render it non-responsive and/or irregular and be cause for its rejection. Alteration by erasure or interlineations must be explained or noted over the signature of the Bidder. No oral, telegraphic, telephonic or facsimile bids or modifications Will be considered.

1-8 Interpretation of Bid and Contract Documents

No oral interpretations as to the meaning of the ITB Will be made to any Bidder. Requests for a written interpretation Shall be made in writing and delivered to the County's Procurement and Contract Services Section at the address indicated on the Invitation to Bids advertisement page at least seven calendar days before the date established for submitting Bids. Any interpretation deemed necessary by the County Will be in the form of an addendum to the ITB and when issued Will be delivered as promptly as is practicable to all parties to whom the ITB has been issued. All Addenda Shall become part of the ITB and any subsequently awarded Contract. Bidders Shall not rely upon any oral statements or conversations, whether at the pre-bid conference, if any, or otherwise, they may have with County employees or third parties regarding the ITB.

1-9 Examination of Bid and Contract Documents

The submission of a Bid Shall constitute an acknowledgment upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any

Work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Bidder to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions Shall in no way relieve the Bidder from any obligations with respect to the Bidder's Bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this ITB, Work sites, statutes, regulations, ordinances or resolutions.

1-10 Modification of Bid

A modification of a Bid already received Will be considered only if the modification is received prior to the time and date established for submitting Bids. All Bid modifications Shall be made in writing, executed and submitted in the same form and manner as the original Bid.

1-11 Bid Withdrawal

Except for claims of error granted by the County, no Bidder may withdraw a Bid after the date and time established for submitting Bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness. The County reserves the right to request a Bidder or Bidders to grant an extension of such effective period.

Requests to withdraw a Bid due to error must be submitted in writing along with supporting evidence for such claim including cost breakdown sheets. Requests must be delivered to the County within forty-eight hours after the opening of Bids. The County reserves the right to require the submittal of other Bid records or information as the County may deem necessary to evaluate the request. Any review by the County of a Bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other Bid error or mistake, and the sole liability for any Bid error or mistake rests with the Bidder.

1-12 Bid Pricing

Prices Shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this ITB. Prices quoted on the Bid Submittal Form Shall include all freight charges. Washington State sales/use taxes and federal excise taxes Shall not be included in the Bid price. The County Will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges Shall be included in the Bid price. The Bid Shall remain in effect for ninety (90) calendar days after final Bid submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Bid item, the unit price Will govern. The prices, corrected for mathematical errors, Shall be used as the amount of the Bid for evaluation and award purposes.

1-13 Conflicts of Interest - Current or Former County Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Bids submitted to the County while employed by the County or within one year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

All bidders, proposers, vendors, consultants or Contractors who anticipate Contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the Work or services if awarded the Contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

1-14 Public Disclosure of Bids

Bids submitted under this ITB Shall be considered public documents, and with limited exceptions, Bids which result in the award of Contract Will be available for inspection and copying by the public.

If a Bidder considers any portion of its Bid to be protected under the law, the Bidder Shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Bidder of the request and allow the Bidder five (5) days to take whatever action is necessary to protect its interests. If the Bidder fails or neglects to take such action within said period, the County Will release the portions of the Bid deemed subject to disclosure. By submitting a Bid, the Bidder assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

1-15 Protest Procedures

A. Form of Protest: In order to be considered, a Protest Shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:

1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
2. The Invitation To Bid ("ITB") or Request for Proposals ("RFP") Number and Title under which the Protest is submitted;

3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;
4. The specific ruling or relief requested; and
5. Evidence that all persons with a financial interest in the procurement have been given notice of the Protest or if such persons are unknown, a statement to that effect.

B. Who May Protest.

1. Protests based on Specifications. Any prospective Bidder/Proposer.
2. Protests following Bid submittal. Any Bidder or Proposer submitting a response to an ITB or RFP showing a substantial financial interest in the solicitation or award of any Contract.

C. Time to Protest. Protests based on Specifications or other terms in the RFP, ITB, or ITB document which are apparent on the face of said document must be received by the County no later than ten calendar days prior to the date established for submittal of Bids/Proposals. The County must receive protests based on other circumstances within five calendar days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event Shall a Protest be considered if all bids are rejected or after award of the Contract.

D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager Shall investigate the Protest and Shall respond in writing to the Protest prior to the award of Contract. Except as provided below, the decision of the Procurement Manager Shall be final.

E. Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an error of law or regulation. The following procedures Shall be followed for a reconsideration of the Manager's decision:

1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative.

- b. A copy of the written decision of the Manager.
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.
2. Time for filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than five calendar days of receiving the Procurement Manager's decision.
 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee Shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and Shall thereafter issue a final determination regarding the Request for Reconsideration. No other information Will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply. Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1-16 Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the King County ADA Coordinator at (206) 296-7706 or the Business Development and Contract Compliance Section at (206) 205-0700.

1-17 Non-Discrimination and Affirmative Action

PART 1 – NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party Subcontracting under the authority of this Contract Shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements Shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor Shall not create barriers to open and fair opportunities to participate in County Contracts or to obtain or compete for

Contracts and Subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor Shall not discriminate against any Person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled Person.

- C. Compliance with Laws and Regulations. The Contractor Shall comply fully with all applicable federal, state and local laws, ordinances, Executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Contractor Shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents.

- D. Small Business and Minority and Women Business Enterprises Opportunities - King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County Contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to Provide project information and to inform small businesses and other firms of Contracting and Subcontracting opportunities.
2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of Subcontracting opportunities to these firms capable of performing the Work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
4. Establishing delivery schedules, where the requirements of this Contract permit, that encourages participation by small businesses, including M/WBEs.
5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, Specifications, and requirements of the Contract.
6. Using the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that

Provide assistance in the recruitment and placement of small businesses, including M/WBEs.

7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can Provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of Contracting and Subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of Subcontracting opportunities.
 3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, local publications including newspapers which advertise Contracting opportunities, the County, and other organizations that Provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor Will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party Subcontracting under the authority of this Contract Shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any Person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any Person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any Person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any Person because this Person has opposed any practice forbidden by KCC Chapter 12.18 or because that Person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any Person from speaking in a language other than English in the workplace unless:
 - a. the employer can show that requiring that employees speak English at certain times is justified by business necessity; and
 - b. the employer informs employees of the requirement and the consequences of violating the rule.

G. Record-Keeping Requirements and Site Visits. The Contractor Shall maintain, for at least 12 months after completion of all Work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

The County may visit, at any time, the site of the Work and the Contractor's office to review the foregoing records. The Contractor Shall Provide every assistance requested by the County during such visits. In all other respects, the Contractor Shall make the foregoing records available to the

County for inspection and copying upon request. If this Contract involves federal funds, the Contractor Shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.

- H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section Shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

SECTION 2

BID EVALUATION AND CONTRACT AWARD

SECTION 2 - BID EVALUATION AND CONTRACT AWARD

2-1 Evaluation of Bids

Bids Will be evaluated by the County to determine which Bid, if any, should be accepted in the best interest of the County. When Attachment C, "King County Contracting Opportunities Program", is incorporated in the ITB, the determination of lowest responsive, responsible bidder Will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

A. Responsiveness

The County Will consider all the material submitted by the Bidder to determine whether the Bidder's offering is in compliance with the terms and conditions set forth in this ITB.

B. Responsibility

1. The County Will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is capable of and has a history of successfully completing Contracts of this type. This may include requiring the Bidder to Provide references from previous Contracts who have been provided the same or equivalent goods or services. References Shall include the names and addresses of the parties to whom such goods or services were provided, and the name and phone number of contact persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Bidder is responsible.
 - a. Ability, capacity and skill of the Bidder to perform the Contract or Provide the service required.
 - b. Character, integrity, reputation, judgment and efficiency of the Bidder.
 - c. Whether the Bidder has the financial resources and experience to perform the Contract properly and within the times specified.
 - d. The quality and timeliness of performance by the Bidder on previous Contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims.

- e. Previous and existing compliance by the Bidder with laws relating to public Contracts or services, including, but not limited to equal employment opportunity requirements.
- f. History of the Bidder in filing claims and litigation on prior projects involving the County or on other public or private projects.
- g. Such other information as may be secured having a bearing on the decision to award the Contract.

Bidder Shall furnish acceptable evidence of the Bidder's ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Bidder's ability to obtain the necessary personnel, when requested by the County. Refusal to Provide such information when requested Will cause the Bid to be rejected.

C. Financial Resources

If requested by the County after Bid opening, the Bidder Shall submit proof of adequate financial resources which would be available to the Bidder for the prosecution and completion of the Work as required. When requested, the required financial information Shall include:

- 1. audited financial statements such as balance sheets, five (5) statements of income, statements of cash flow and stockholders' equity, for each of the most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- 2. documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
- 3. certification by the principal financial officer of or an independent accountant for the Bidder, stating that the Bidder has adequate financial resources for the prosecution and completion of the Work called for hereunder;
- 4. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor; and
- 5. the Bidder Shall supply when requested written authorization for the County to contact the bank and the independent accountant, and written authorization requiring the bank and independent accountant to Provide the information to the County regarding financial capability.

D. Financial Reporting

The Bidder Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

2-2 Collusion

If the County determines that collusion has occurred among Bidders, none of the Bids of the participants in such collusion Will be considered. The County's determination Shall be final.

2-3 Rejection of Bids

- A. The County reserves the right to reject any Bid for any reason including, but not limited to, the following: any Bid which contains any omission, erasure or irregularity; any Bid which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Bid which has any qualification, addition, limitation or provision attached to the Bid; any Bid which omits a price on any one or more items on the Bid Submittal Form; any Bid in which prices are unbalanced in the opinion of the County; any Bid accompanied by insufficient or irregular Bid security; any Bid from Bidders who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Bid which is not approved as being compliant with the requirements for equal employment opportunity; any Bid for which a Bidder fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Bid submitted by a Bidder which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation and presentation of Bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested or cost of modifications made to its internal structure, systems or organizations.
- C. The County reserves the right to waiver informalities and irregularities in bids.
- D. The County Shall find non-responsive and reject any Bid which does not comply with the DBE requirements under this ITB, if applicable.

2-4 Procedures When Only One Bid is Received

If the County receives a single responsive, responsible Bid, the County Shall have the right, in its sole discretion, to extend the Bid Acceptance period for an additional forty-five (45) days and to conduct a price or cost analysis on such Bid. The Bidder Shall promptly Provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County Shall not be obligated to accept the single Bid; the County reserves the right to reject such Bid or any portion thereof.

2-5 Contract Award

The lowest Bid of a responsive, responsible Bidder Shall be determined as set forth in this ITB.

The initial identification of the apparent low, responsive responsible Bidder Will result in a request for documentation. Within ten (10) calendar days of receipt of the request, the Bidder Shall furnish any required performance and payment bond and evidence of any required insurance and perform all other acts required by this ITB as conditions precedent to the formation of the Contract.

Failure by the Bidder to submit satisfactory evidence of a required bond and/or insurance Shall result in rejection of the bid as non-responsive and forfeiture of the Bidder's security, if any.

Contract award Will occur when King County completes and signs the Agreement of the selected Bidder and issues a Contract Agreement. No other act of the County Shall constitute Acceptance of a Bid. The Contract Agreement is a computer generated document with the awarded Contract number, referencing the Agreement, and line items awarded.

The Contractor Will receive the Contract Agreement and a copy of the signed Agreement.

SECTION 3

STANDARD CONTRACTUAL TERMS AND CONDITIONS

SECTION 3 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3-1 Administration

This Contract is between the County and the Contractor who Will be responsible for providing the goods and/or performing the services described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Specifications have not been written with this intent.

The Contractor represents that it has or Will obtain all personnel and equipment required to perform hereunder. Such personnel Shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract must be disclosed according to Attachment G; and the County Will determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Contract administrator appointed by the County. Reports and data required to be provided by the Contractor Shall be delivered to the Contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract Shall be addressed to the Contract administrator for response.

3-2 Change Orders

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County Will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both Shall be made and the Contract modified in writing accordingly. Every Change Order may require a cost/Price Analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar days after receipt of a written Change Order from the County. Upon request from the Contractor, the County may extend the five (5) Day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder Will be allowed if asserted after final payment under this Contract. No claim Will be allowed for any costs incurred more than ten days before the Contractor gives written notice, as required in this section.

3-3 Cost/Price Analysis

Cost/Price Analysis may be required by the County in the event of a single bid, Change Order, termination, revision to Contract requirements or other circumstances as determined by the Buyer.

3-4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor Shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor Shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor Will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; provided that the Contractor Shall have ten (10) calendar days to cure the default. The Contractor Will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, applicable laws and regulations. The termination of this Contract Shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the

County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination Shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment Shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
2. The Contractor Shall be released from any obligation to Provide further services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract Will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3-5 Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event Contractor ceases to be excused pursuant to this provision, then King County Shall be entitled to exercise any remedies otherwise provided for in this Contract, including the Termination for default.

3-6 Payment Procedures

A. Invoices

Invoices Shall be furnished by the Contractor for goods and/or services, which have been delivered or provided to the County, to:

King County
Accounts Payable M.S. EXC-FI-0875
821 Second Avenue
Seattle, Washington 98104-1598

Important – The County requires one invoice per purchase order for payment processing. All invoices must include the following information: Contract number,

requester's name and phone number, date of invoice, invoice number, purchase order number, prompt payment discount and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, manufacturers or wholesale list price and discount percentage allowed off the list price, item price and total price for the item and/or for services identify labor category, hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

B. Payment

Within thirty (30) calendar days after receipt of an invoice, on the basis set forth in Attachment B, the County Will pay the Contractor for authorized goods and/or services satisfactorily delivered or performed. Acceptance of such payment by the Contractor Shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

C. Prompt Payment Discount

Prompt payments (less than 30 days) are available, if a prompt payment discount was offered by the Contractor. King County may exercise the prompt payment discount if the payment is in the U.S. mail or otherwise given to the Contractor within the number of calendar days offered by the Contractor. The number of calendar days is calculated from the date of Acceptance of the goods or services or from the date a complete invoice is received by Accounts Payable, whichever event occurs last, and the date of payment.

D. Subcontractor Prompt Payment

The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its Contract no later than 10 days from the receipt of each payment the Contractor receives from King County. The Contractor agrees further to return retainage payments, if any, to each subcontractor within 30 days after the subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may only be made for good cause following written approval of King County.

3-7 Washington State Sales Tax

The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3-8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified service or

supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any Subcontractors and Shall secure and maintain such licenses and permits as may be required to Provide the services or supplies under this Contract.

3-9 Price Warranty

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3-10 Defective Work, Materials or Services

Prior to final Acceptance hereunder, when and as often as the County determines that the Work, materials or services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the Work, materials or services within acceptable limits of the Specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the Work, materials or services Will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3-11 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Specifications or plans, payment for a product or service, or Acceptance of a product or service by the County Shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Contract or in law.

3-12 Assignment

No party Shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract Shall be binding upon and inure to the benefit of the successors of the parties. This provision Shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment Shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, under this Agreement and applicable law.

3-13 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor Shall indemnify and hold harmless King County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and /or services Provided by or on behalf of the Contractor. In addition, the Contractor Shall assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such goods and/or services: Shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by King County on account of such litigation or claims. This indemnification obligation Shall include, but is not limited to, all claims against King County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees Shall be allowed to the prevailing party.

3-14 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from Shall be brought in the King County Superior Court or U.S. District for the Western District of Washington in Seattle; either forum Shall have sole and exclusive jurisdiction and venue.

3-15 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this Contract with the County to perform or Provide Work, services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, services or materials required to be performed and/or provided under this Contract and that it Shall not employ any Person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this Contract with the County to perform or Provide Work, services or material, has thereby covenanted:

1. No Person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or Will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3-16 Disputes, Claims and Appeals

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar days of the date in which the Contractor knows or should know of the question or claim. The Buyer Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Division Manager. Such written notice of appeal Shall include all documents and other information necessary to substantiate the appeal. The Procurement Division Manager Will review the appeal and transmit a decision or determination in writing. The decision Will be considered final. Appeal to the Procurement Division Manager Shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Division Manager and the Contractor or through alternative dispute resolution Will be decided in the Superior Court of King County, Washington, which Shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor Shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this Subsection as to any claim Shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3-17 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this Subsection precludes any party from seeking relief from King County Superior Court.

3-18 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor Shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor Shall maintain and retain for a period of not less than six (6) years after the date of final Acceptance of Contract Work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's invoicing for supplies or services and any payments resulting from Change Orders or claims. In addition, the Contractor Shall maintain the financial information used in the preparation or support of any Change Orders or claims.
2. The Contractor Shall ensure that its Subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the Subcontractors and suppliers of their portions of the Work under this Contract.

B. Audit Access

1. The County and its authorized representatives and designees Shall have access to all records maintained and retained by the Contractor and its Subcontractors for the purpose of inspection, cost/Price Analysis, audit or other reasonable purposes related to this Contract. The County and its representatives and designees Shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor Shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Auditors selected and paid for by the County Will conduct audits. Audits Shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor Shall fully cooperate with the County or its auditor(s) during audits and inspections, and Provide all requested documentation.

3. If an audit is commenced more than sixty (60) days after the date of final Acceptance of Contract Work, the County Will give reasonable notice to the Contractor of the date on which the audit Will begin.
4. The Contractor Shall maintain records relating to the pricing of spare parts. The County Will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. Proof of Compliance with Contract

The Contractor Shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor Will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3-19 Other Public Agency Orders

Other federal, state, County and local entities may utilize the terms and conditions established by this Contract if formally requested and approved by the Buyer. The County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. A formal cooperative purchasing agreement Will be executed.

3-20 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor Shall, when requested by the Contract administrator, Provide documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor Shall furnish the content by price/volume of recycled and non-recycled material used, and Shall furnish an explanation of the reason that recycled materials were not used.

SECTION 4

ORDERING, DELIVERY AND SPECIFIC CONTRACTUAL TERMS

SECTION 4 - ORDERING, DELIVERY AND SPECIFIC CONTRACTUAL TERMS

4-1 Type of Contract

This ITB may result in the award of one or more Contract agreements. King County Will utilize these Contract agreements as indefinite quantities Contracts and issue standard purchase orders to the Contractor citing item number, description, deliver terms and Contract price. The standard purchase orders Will be the authorization for the Contractor to perform the service or deliver the goods as directed.

4-2 Contract Period

The initial Contract period Shall be one year, commencing on the date of execution of this Contract. King County may extend this Contract for three additional one-year periods. During extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is four (4) years.

4-3 Pricing

Prices Shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor Shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index (PPI), the Consumer Price Index (CPI) or a manufacturer's published notification of price change(s). King County Will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. Any agreed-to change Shall take effect at the time of the Contract extension and Shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

King County Will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior Acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the Contractor for a correct invoice.

4-4 Shipping Charges

All prices Shall include freight to destination (FOB to the designated delivery point.) Requests for additional compensation for freight charges Will be rejected by the County.

4-5 Delivery Requirements

All goods and/or services Shall be furnished between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday by the Contractor to the point of delivery designated by King County as soon as it is commercially practicable, but in no event later than the projected delivery date. The Contractor Shall notify the County within twenty-four (24) hours of order placement if delivery of any item Will not be made by the projected delivery date.

Unless so notified by the Contractor, the County may consider as canceled any order, or any part thereof, that has not been delivered by the projected delivery date to the specified delivery point.

The County reserves the right to obtain necessary goods and/or services from alternative sources upon failure by the Contractor to furnish the goods or services described herein.

Repeated non-delivery or failure to notify the County of an inability to deliver Shall be cause for termination of the Contract.

4-6 Packing Slips

Each delivery to the County Shall have a packing slip enclosed that identifies the requester, Contract number, requisition number, King County part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and Provide a projected completion date of the requisition.

If the delivery combines items from more than one requisition, separate packing slips must be included in the shipment for each requisition. A packing slip Will not serve as an invoice. A separate invoice must be sent to Accounts Payable.

4-7 Delivery Points

This Contract requires all goods and/or services and supervision necessary to furnish the goods and services as set forth herein to be made to any sites in King County to be determined at the sole discretion of King County.

4-8 Guarantee/Warranty

The Contractor guarantees the goods and services furnished under this Contract Will be free from defects in material and workmanship, and Will conform with all requirements of this Contract, for a period of one year from date of delivery to the County. The Contractor is responsible for all costs of replacement, including shipping charges, for goods or services found defective within that period, regardless of who actually corrects the defect.

The County Shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) calendar days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency

where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County Will charge-back the cost for such warranty repair to the Contractor.

The Contractor Shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference Will not excuse the Contractor's full compliance with its obligations under this Contract.

The Contractor, upon notice of award of the Contract, Shall promptly Provide to the County complete copies of all written warranties or guarantees and/or documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by the Contractor's suppliers, vendors, distributors and Subcontractors covering parts, components, subcomponents and systems procured through this Contract. The Contractor Shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

If the original parts or equipment manufacturer provides a warranty that is greater in scope or duration than the Contractor's warranty to the County, the County Shall receive the increased warranty benefits.

The termination of this Contract Shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any goods or services corrected Shall be subject to this Subsection to the same extent as the goods or services initially provided.

This guarantee Shall be in addition to any other express warranties or any implied warranties or remedies provided by this Contract or by law, and in addition to any other rights or remedies available to the County under this Contract or by law. No provision in this Subsection Shall be construed to limit the liability of the Contractor for Work not done in accordance with the Contract. The liability for such failure to perform Shall extend as far as the appropriate periods of limitation provided by law.

The Contractor Shall ensure the County receives warranty related Work from its suppliers, distributors, proposers and Subcontractors.

4-9 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor Shall submit with the Bid a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery site with each order.

4-10 Industrial and Hazardous Waste

The Contractor Shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the King County sewage system.

Contractor Shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

4-11 Product Safety

The Contractor Shall not supply any products that contain any of the chemicals listed in Washington State Dangerous Waste Regulations, WAC 173-303-9903. The products must not contain any carcinogens, suspected carcinogens or mutagens. In addition, any product supplied by the Contractor must meet OSHA and any other federal, state and/or local safety requirements.

4-12 Prohibition on Asbestos-Containing Products

Asbestos-containing products Shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor Shall notify the County in writing at least 60 days before it plans to supply the County with an asbestos-containing product. The County Shall respond to such notification within 30 days of receipt. The Contractor Shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4-13 Product Return

King County reserves the right to return to the Contractor, those parts and supplies determined to be surplus and no longer required by the County.

Parts and supplies eligible for return to the Contractor Shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. King County must advise the Contractor in writing of its intention to return any parts and supplies before the Contract closes.

The Contractor is authorized a restocking fee of 10% of the current price for the return of parts and supplies. The Contractor Shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any restocking fee) to the King County Department of Natural Resources.

This Subsection does not apply to any merchandise made to order for King County.

4-14 Severability

Any invalidity, in whole or in part, of any provision of this Contract Shall not affect the validity of any other of its provisions.

SECTION 5

INSURANCE REQUIREMENTS

SECTION 5 - INSURANCE REQUIREMENTS

5-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor Shall file with the County certificates of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and Shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County receives notice at least 45 days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor Shall, upon demand of King County, deliver to King County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a time-frame acceptable to King County Shall enable King County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract Shall not relieve the Contractor from its insurance obligations hereunder.

5-2 Insurance Requirements

- A. The Contractor Shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, King County Shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor Shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements Shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage Will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision Shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy Shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase

of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the Work which is the subject of this Contract.

B. Minimum Scope of Insurance

Coverage Shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

4. Employers Liability or "Stop Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor Shall maintain limits no less than, for:

- 1. General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- 2. Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3. Workers' Compensation:** Statutory requirements of the State of residency.
- 4. Employers Liability Stop Gap:** \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies Shall not limit or apply to the Contractor's liability to the County and Shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract.
- b. To the extent of the Contractor's negligence, the Contractor's insurance coverage Shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents Shall not contribute with the insurance or benefit the Contractor in any way.
- c. The Contractor's insurance Shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County,

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time of the foregoing policies Shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy Shall be or become unsatisfactory to the County, the Contractor Shall, upon notice to that effect from the County, promptly obtain a new policy, and Shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor Shall include all Subcontractors as insureds under its policies, or Shall furnish separate certificates of insurance and policy endorsements for each

subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract Shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor Shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor Shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor Shall be responsible for the subcontractor's compliance with these provisions.

SECTION 6
TECHNICAL SPECIFICATIONS

SECTION 6 –TECHNICAL SPECIFICATIONS

6-1 General Requirements

All units shall, at a minimum meet or exceed meters designed by ODALOG, Jerome or Industrial Scientific or equal.

All units must also meet the following :

- Utilize an electro-chemical sensor to measure and record atmospheric hydrogen sulfide levels in an enclosed environment.
- Be designed for continuous exposure to hydrogen sulfide gas in an environment of 90% relative humidity.
- Units shall run on standard sized Alkaline, Ni-Cad, or Lithium batteries.
- Shall be capable of recording and storing data at intervals ranging from 5 second to 30 min. and storing at least 15,000 data points before downloading.
- Include hardware and software to download data to a laptop, handheld or desktop computer that is compatible with Windows 98SE, or Windows 2000.
- The bid shall include line item breakdown of calibration equipment, carrying cases, replacement battery cost and any other equipment necessary to protect the monitors while being deployed.
- All units shall have a one-year factory parts and labor warranty beginning on purchase date.
- Vendor shall provide software upgrades, at no cost to the County, as soon as they are available.
- All units returned for service or calibration shall be returned to King County or loaners to be provided within 14 calendar days of receipt by the vendor.

6-2 Bid Submittal Requirements

Attach an Order and Delivery Plan to include the following information:

1. Regular office hours during which King County may place normal orders.
2. Who King County should contact in case of emergency.
3. Names, telephone/FAX numbers and email addresses of those responsible for taking orders and initiating delivery.
4. Who King County should contact in case of delivery of irregular or defective parts/supplies/equipment or failure to deliver within an agreed period.

The following are descriptions of the bid items found on the Bid Submittal Form:

Bid Item 1 - High Level Meters

Shall be capable of reading hydrogen sulfide levels from 1 to 200 ppm in normal service and withstand short-term peaks to 999 ppm without damage to sensors.

Bid Item 2 - Low Level Meters

Shall be capable of reading hydrogen sulfide levels from 0.1ppm to 10 ppm in normal service and withstand short-term peaks to 200ppm without damage to sensors.

Bid Item 3 - Service

- a. Hourly repair shop rate.
- b. Factory calibration / re-calibration.

Bid Item 4 - Replacement Hardware

- a. Unit Price for High-Level replacement sensor, installed.
- b. Unit Price for Low Level replacement sensor, installed.
- c. Replacement printed circuit board, installed.

Bid Item 5 - Miscellaneous Items

- a. **High Level Calibration Kit** shall include a case, gas bottle, calibration hood or fitting, regulator, and any tools necessary to perform calibration of this type of meter.
- b. **Low Level Calibration Kit** shall include a case, gas bottle, calibration hood or fitting, regulator, and any tools necessary to perform calibration of this type of meter.
- c. **Carrying Case** shall be made of an impact resistant material with interior padding to protect meters during transportation. The case shall be capable of housing at least two meters.

The low bid will be determine by totaling all items in the Extended Price category.

ATTACHMENTS



King County

ATTACHMENT A

NO BID RESPONSE FORM

When submitting a "No Bid," mail this completed form to King County Procurement & Contract Services Section, Mailstop EXC-FI-0871, Exchange Building, Eighth Floor, 821 Second Avenue, Seattle, Washington, 98104-1598. Failure to return this form if not submitting a formal Bid may result in your firm being removed from the County's master Bidder's mailing list.

Bid Number: ITB 03-052 OB

Bid Title: Supply and Delivery of Hydrogen Sulfide Data-Logging Meters

☐ Cannot comply with Specifications

☐ Cannot meet delivery requirement

☐ Do not regularly manufacture or sell the type of commodity involved

☐ Other (please specify) _____

Explanation of reason(s) checked:

Check one of the following:

☐ We do ☐ We do not desire to be retained on the mailing list for future procurements of this commodity.

Please state below firm name, address and telephone number:

Signature

Date

Type or Print Name and Title of Signer



King County

ATTACHMENT B
BID SUBMITTAL FORM
ITB No: 03-052 OB

Bid Opening Date: November 25, 2003 Time: 2:00p.m. Buyer: Ovita Boandie

Bid Title: Supply and Delivery of Hydrogen Sulfide Data-Logging Meters Phone: (206) 684-1055

The undersigned as Bidder declares that we have examined all of the Contract documents herein contained and that we Will Contract with King County on the form of agreement provided herewith to do everything necessary for the fulfillment of the Contract at the price and on the terms and conditions herein contained.

We certify that this Bid contains no conditions or modifications to the Bid requirements. We acknowledge that Addenda numbered _____ to _____ have been delivered to us and have been examined as part of the Contract documents.

If our Bid is accepted, we agree to furnish all applicable bonds, sworn statements and the required evidence of insurance and to perform the other acts which are conditions precedent to formation of the Contract within ten (10) calendar days after receiving written notice of award.

We further agree, if our Bid is accepted and a Contract for performance of the Work is entered into with King County, to so plan the Work and to prosecute it with such diligence that all of the Work Shall be completed within the times stipulated in the delivery schedule of the purchase order.

ITEM NO	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		Category as identified in Section 6 in the Invitation to Bid 03-052		
1	20	High Level Meters		
2	5	Low Level Meters		
3		<u>Service</u>		
a	50	Hourly repair shop rate		
b	25	Factory calibration/re-calibration		
4		<u>Replacement Hardware</u>		
a	20	High-Level replacement sensor, installed		
b	20	Low-Level replacement sensor, installed		
c	5	Replacement printed circuit board		
5		<u>Miscellaneous Items</u>		
a	10	High Level Calibration Kit		
b	10	Low Level Calibration Kit		
c	10	Carrying Case		
		Grand Total		

DECLARATION

By signing this Bid, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned Person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Bid is submitted.
2. By signing the signature page of this Bid, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, the terms set forth in this Invitation to Bids and authorized the signature below.
3. In preparing this Bid, the Bidder has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Bid or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a Person nor any member of his or her immediate family have any financial interest in the outcome of this Bid. Any exceptions to these assurances are described in full detail on a separate page and attached to this Bid Submittal Form.

Internal Revenue Service (IRS) Reporting Requirements:

Check one: ☐ Corporation; ☐ Partnership; ☐ Sole Proprietor; ☐ Other _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____ Social Security Number: _____

Identify: UBI Number _____ Business License Number: _____

What is the official name registered with the IRS for this number: _____

Prompt payment discount offered:

Percentage: _____ Days: _____ Standard payment is net 30 days. Evaluation Will be at the discounted prices if the time for the discount is not less than 20 days.

Bidder Identification:

1. ☐ Check if firm submitting Bid is a DBE certified by Washington State Office of Minority and Women's Business Enterprises.

2. ☐ Check here if the firm submitting this bid is a King County certified Small Economically Disadvantaged Business (SEDB).

Certification number: _____

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Authorized Signature: _____

Printed Name: _____

Bidders designated contact: Printed Name: _____

Phone number: () _____ FAX number: () _____ E-mail address: _____



King County

ATTACHMENT D
Personnel Inventory Report

Legal name of business _____ Telephone No: _____
 dba (if applicable) _____
 Street address _____ City _____ State _____ Zip Code _____
 Submitted by: _____ Title _____ Date _____

IRS Employer Identification Number: _____

Do you have any employees? No ___ Yes ___

If **yes**, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers _____. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): _____.

Do any of your employees belong to a union and/or do you use an employee referral agency?

No ___ Yes ___

If **yes**, list the unions and/or employee referral agencies with whom you have agreements:

If you expect to do more than \$10,000 worth of public Work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Category	White		African American		Asian		Native American		Hispanic		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: _____ **If no employees, write "0."**



King County

Personnel Inventory Report

SUPPLEMENTAL FORM

Use this form as necessary to report the total Work force.

Legal name of business _____ Telephone _____

Submitted by: _____

Title

Date

Job Category	White		African American		Asian		Native American		Hispanic		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainee																
Apprentice																
Skilled Craft*																
Subtotal																

Contact the King County Procurement and Contract Services Section at (206) 684-1681 or the King County Business Development and Contract Compliance Section (206) 205-0700 if you have any questions concerning completion of this form.



ATTACHMENT E
Affidavit and Certificate of Compliance
with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" Shall mean any Contractor, vendor or Contractor who supplies goods and/or services. "Contract" Shall mean any Contract, purchase order or agreement with King County Government, hereinafter called the COUNTY.

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to Provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general Contract Specifications as applied to service, Contractor, and vendor Contracts exceeding \$25,000, or public Work Contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general Contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general Specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing Contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor Shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of Work.
- C. This Person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
- D. Contractor Will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County Shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:

- 1. **Personnel Inventory Report:** This report Shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
- 2. **Monthly Utilization Report:** This report Shall apply to construction Contractors and Subcontractors and Shall Provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
- 3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section Shall be submitted on forms provided by the County unless otherwise specified.

- F. **Subcontractors:** For public works projects and Contracts of ten thousand dollars (\$10,000) or more, and for all other Contracts and agreements of twenty-five thousand (\$25,000) dollars or more, the prime Contractor Shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its Subcontractors in the same manner as these are required of the prime Contractor. Reporting requirements of the prime Contractor during the Contract period Will apply equally to all Subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor Shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents Shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a Contractor's compliance with the Chapter Shall be based upon the Contractor's effort to achieve maximum results from its affirmative action measures. The CONTRACTOR Shall document these efforts and Shall implement affirmative action steps at least as extensive as the following:

1. **Policy Dissemination:** Internal and external dissemination of the Contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other Contract, Subcontract, or understanding of the Contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
5. **Notice to Unions:** Provide notice to labor unions of the Contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors Shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the Contractor under King County Code Chapter 12.16. Such direction Shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the Contractor, subject to Acceptance by the County.
8. **Responsible Person:** Designate an employee who Shall have the responsibility for implementation of the Contractor's affirmative action measures.
9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the Contractor's workforce on an annual basis.
 - I. During the performance of this Contract, neither the Contractor nor any party Subcontracting under the authority of this Contract Shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
 - J. Contractor agrees to Provide reasonable access upon request to the premises of all places of business and employment, relative to Work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
 - K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it Shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
 - L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, Shall be deemed a violation of King County Code Chapter 12.16. Any such violation Shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: _____
Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: _____
Name (type or print) Title Phone

Signature: _____

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2003.

(Signature of notary public)

(Printed name of notary public)

Notary Public in and of the state of _____

My appointment expires:



King County

Attachment G

CURRENT OR FORMER KING COUNTY EMPLOYEE DISCLOSURE FORM

(Complete if applicable. If not, mark N/A "Not Applicable")

1. Identify current or former employees of the County involved in the preparation of this Bid or the anticipated performance of the Work or services to be provided on this Contract.

Name of current or former Employee: _____

Date of Last Employment with the County : _____

2. The Contractor is responsible for notifying the County's Project Manager or Contract administrator of current or former County employees who become involved in the Contract any time during the term of the Contract:

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENCLOSURE




King County

ENCLOSURE

BID OPENING LABEL

Complete the form below (or reasonable facsimile) and affix to the exterior lower left hand corner of the submission envelope(s) or box(es).

	Urgent-Sealed Bid Enclosed Do not Delay - Deliver Immediately
Bid Number:	<input type="text"/>
Bid Title:	<input type="text"/>
Opening Date:	<input type="text"/>
Firm Name:	<input type="text"/>
King County Procurement & Contract Services Section	Exchange Building, 8th Floor
Finance & Business Operations	821 Second Avenue
MS EXC-FI-0862	Seattle, WA 98104-1698